



City Clerk's Office
Receiving #
2194
I-03-007
Otak



Contract #

I-03-007

2194

(Obtain from City Clerk)

CONTRACT REVIEW/APPROVAL ROUTING FORM**INSTRUCTIONS:****1. First time original contracts**

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original contract documents

2. Amendments/Change Orders

- a.) Contact City Clerk's Office for Contract Number
- b.) One copy of the contract routing form
- c.) Three original amendments/change orders
- d.) One copy of the original contract

CONTRACT DESCRIPTION**Contract Originator:** Kirk McKinley**Department/Division:** Public Works**Date:** April 21, 2003

Type of Contract: ☐ (C) Building Construction ☐ (L) Lease Agreement ☒ (I) Intergov't Agreement
☒ (A) Addendum/Change Order ☐ (W) Public Works ☐ (O) Other
☐ (GR) Grants ☐ (S) Purchase of Services (all types)

CONTRACT TITLE: Amendment to the Shoreline Interurban Trail Memorandum of Agreement with Seattle City Light**Brief Description of Services:** Construction of the Alternate Trail Alignment for the area of the Interurban Trail, from North 192nd Street to approximately 800 feet northward.**Contract Modification:** Has the original contract boilerplate language been modified? **No** If yes, list which sections have been modified. _____**Bid/RFP Number:** _____**Name of Consultant/Contractor** Otak**Effective Date:** Upon Approval**Termination** Refer to original agreement
Date: _____**Total Amount of Contract:** N/A
(including reimbursable expenses)**Org Key # & Object #** 2914095 - 5510
J/L # (if required) _____Is there sufficient funds in the current budget to cover this contract? **Y** If no, from where are the additional funds coming? _____**Payment Terms** (monthly installments, progress payments, etc.): As scheduled**Remarks:** _____

(If you need more space, please use page 2 of this form)

SIGNATURE ROUTING:

- ☒ 1. Project Manager/Director
- ☒ 2. Risk Mgmt/Budget
- ☒ 3. City Attorney
- ☒ 4. Send to Consultant for signature
(only send contract documents)
- ☐ 5. City Council
Approval (if required)

[Signature] 4-28-03
[Signature] 4/28/03
(mo/day/year)

- ☒ 6. City Manager
(if required)
- ☐ 7. Dept. Director
(if authorized)
- ☒ 8. City Clerk
- ☒ 9. Purchasing

DateCus 5/01/03



Memorandum

DATE: April 25, 2003
TO: Steven C. Burkett, City Manager
FROM: Kirk McKinley, Aurora Corridor & Interurban Trail Project Manager
RE: Interurban Trail Memorandum of Agreement Amendment with Seattle City Light

The Memorandum of Agreement for the Interurban Trail is attached for your signature.

This is an Amendment of the Shoreline Interurban Trail Memorandum of Agreement between the City of Seattle, through its City Light Department and the City of Shoreline.

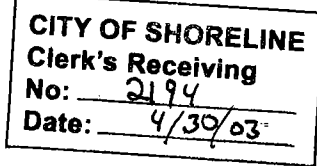
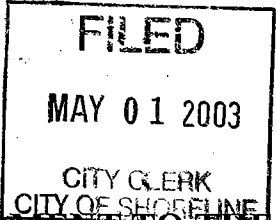
Both Seattle City Light and The City of Shoreline have investigated the proposed trail alignment on the PNT Right of Way to the north of North 192nd Street as staked by Shoreline's consultant, OTAK.

The joint investigation showed that for area of the Interurban Trail, from North 192nd Street to approximately 800 feet northward, both would benefit from a trail alignment located on top of the existing railroad bed shown in Attachment A of the Amendment.

Seattle City Light will benefit from improved access to the existing transmission line for maintenance and/or repair. Shoreline's primary benefit would be less expensive construction of this portion of the Interurban Trail.

Seattle City Light consents to the construction of the Alternate Trail Alignment for the Interurban Trail even though this may interfere with the future location of one or more City Light transmission line facilities and/or appurtenances. Any future conflict between City Light utility purposes and the Interurban Trail will be resolved by Shoreline relocating the Interurban Trail at Shoreline's sole cost and expense.

Other than the terms of the Amendment, the terms and conditions of the original MOA remains unchanged.



**AMENDMENT TO THE
SHORELINE INTERURBAN TRAIL
MEMORANDUM OF AGREEMENT**

This Amendment to the Shoreline Interurban Trail Memorandum of Agreement ("Amendment") is entered into this 30th day of April 2003, by and between The City of Seattle, through its City Light Department ("City Light") and the City of Shoreline ("Shoreline") and shall amend the Shoreline Interurban Trail Memorandum of Agreement, granted August 9, 2001 (the "MOA") as described below.

RECITALS

WHEREAS, representatives from both the City Light Department of The City of Seattle and Shoreline have investigated the proposed trail alignment on the PNT Right of Way to the north of North 192nd Street as staked by Shoreline's consultant, OTAK; and

WHEREAS, the joint investigation showed that for the area of the Interurban trail from North 192nd Street to approximately 800 feet northward both entities would benefit from a trail alignment that was located on the top of the existing railroad bed as specifically shown in the Attachment A to this Amendment ("Alternate Trail Alignment"); and

WHEREAS, City Light's primary benefit from the Alternate Trail Alignment would be improved access to the existing transmission line for maintenance and/or repair activities; and

WHEREAS, and Shoreline's primary benefit would be less expensive construction of this portion of the Interurban Trail.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

SCL consents to the construction of the Alternate Trail Alignment for the area of the Interurban Trail, from North 192nd Street to approximately 800 feet northward, as more specifically shown on Attachment A, even though this alignment may interfere with the future location of one or more City Light transmission line facilities and/or appurtenances; *provided however*, that any future conflict between City Light utility purposes and the Interurban Trail shall be resolved by Shoreline relocating the Interurban Trail at Shoreline's sole cost and expense.

Shoreline acknowledges that City Light's consent as provided above is based on the following:

- (1) pursuant to the MOA, SCL's consent to the Alternate Trail Alignment may be withdrawn at any time if the location of the Interurban Trail becomes necessary for utility purposes;

(2) Shoreline hereby expressly reconfirms to City Light its responsibility and commitment under the MOA for the cost of relocating the trail or modifying the design in the future when relocation of the Interurban Trail in the area designated in Attachment A is needed for utility purposes; and

(3) Shoreline waives SCL's requirement under subpart a) of the MOA's section relating to **Relocation, Removal or Termination of the Trail**.

Other than the terms set forth herein, the terms and conditions of the MOA shall remain unchanged and in full force and effect.

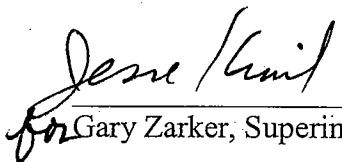
IN WITNESS WHEREOF, this Amendment has been duly executed by the Parties as of the day and year first above written.

APPROVED:

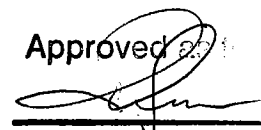
SEATTLE CITY LIGHT
DEPARTMENT

ACCEPTED:

CITY OF SHORELINE

 *for Gary Zarker, Superintendent*
DEPUTY SUPERINTENDENT
FOR DISTRIBUTION


Steven Burkett, City Manager

Approved 
Shoreline City Attorney

MATCHLINE - SEE BELOW

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420.57
REBAR CAP

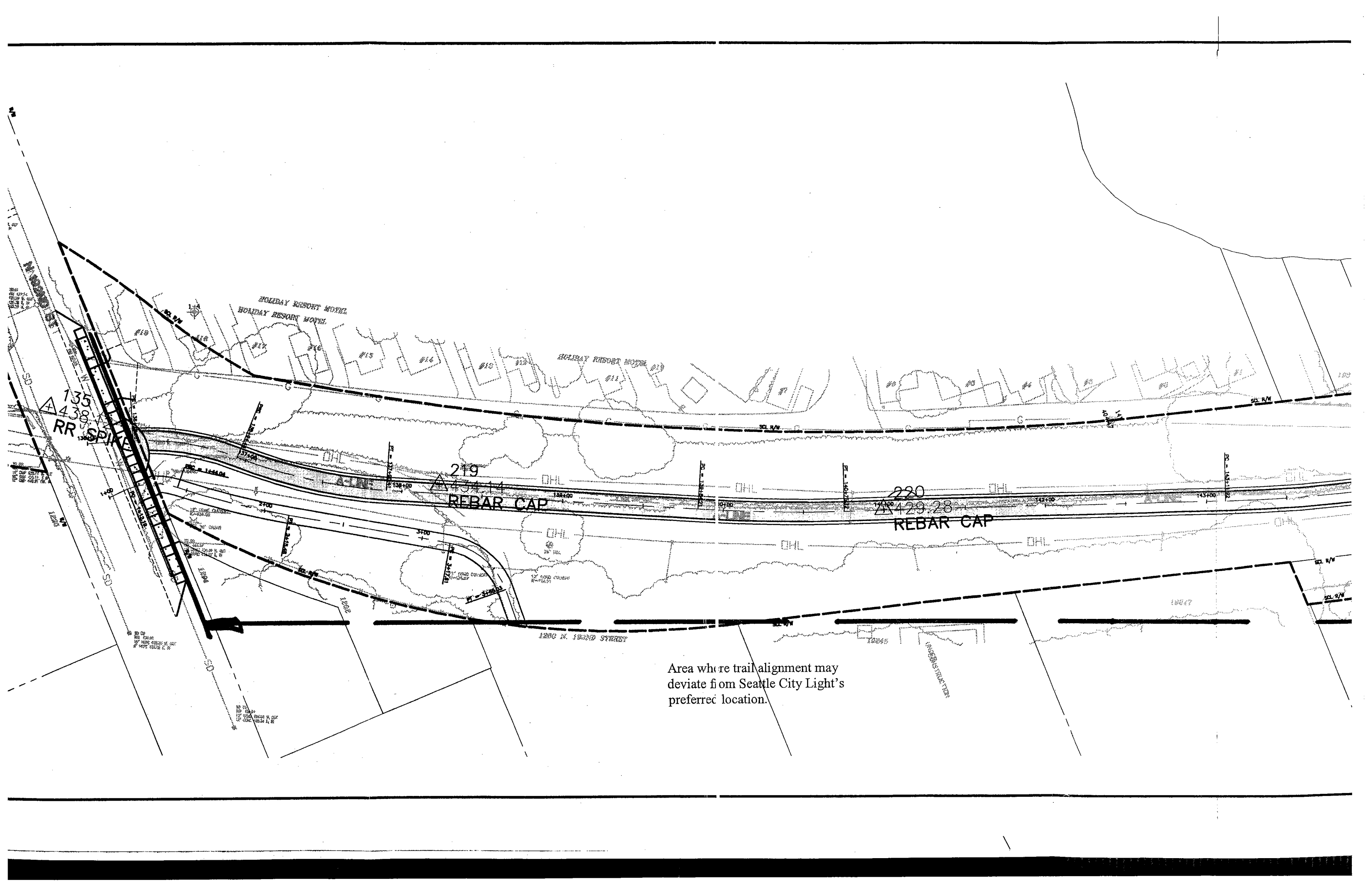
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19.13
PK NAIL

~~ATTACHMENT A~~

[illegible]

EXPIRES: 5/20/04





COPY

Shoreline Interurban Trail

Memorandum of Agreement

P.M.#260418-3-419 et al

This Memorandum of Agreement (Agreement) between the City of Seattle and its City Light Department (City Light) and the City of Shoreline (Shoreline) sets forth the terms and working guidelines for the design, construction, operation and maintenance of a multi-use trail (Interurban Trail or Trail) within the boundaries of the portion of the City of Seattle-owned PNT Transmission Line Right of Way lying between North 145th Street and North 200th Street in Shoreline (Right of Way), which functions primarily as an electrical utility right of way administered by City Light.

General Principles

Shoreline acknowledges that the primary purpose of the Right of Way is for the transmission and distribution of electricity, and that the Interurban Trail must be built, operated and maintained subject to laws, regulations, and operational requirements governing electric utilities and the transmission and distribution of electricity.

City Light acknowledges that co-location of the Interurban Trail in the Right of Way will enhance the transportation options and recreational opportunities of Shoreline and Seattle citizens, both of which are important City of Seattle policy objectives. City Light and Shoreline agree to work together cooperatively to develop the Interurban Trail within the Right of Way.

The City Manager of Shoreline and the Superintendent of City Light may negotiate additional terms to resolve any issues that may arise in implementing this Agreement.

Management/Control of the Right of Way

City Light will continue to control and manage the Right of Way. City Light will retain the right to enter any part of the Right of Way, including that portion occupied by the Interurban Trail, at any time and for any purpose necessary or incidental to City Light's operation as an electrical utility. Shoreline agrees that the Trail must not impair, restrict, obstruct, displace, prevent, or deprive City Light of its present or future use of the Right of Way to meet its objectives and the demands of its customers, and that the Trail must not compromise the safety or reliability of the electric utility system or the safety of utility workers.

Permitted Use

Trail use will be limited to pedestrians, bicycles, other non-motorized muscle-powered vehicles and wheeled recreational equipment, and for small motorized wheel chairs and like equipment to permit Trail use by disabled users. Motorized vehicles necessary for the construction, maintenance, operation, inspection, rehabilitation or repair of Trail facilities,

Damage to Trail Facilities

Shoreline understands that City Light's Right of Way is now and will continue to be used as utility property subject to use by heavy trucks and machinery for power line construction, installation, operation, and maintenance, and for transmission and distribution of high voltage electricity and agrees that City Light will not be held liable for any claims or damage to Trail improvements, appurtenances, or landscaping constructed or placed in, under, across, or upon the Right of Way. City Light will exercise reasonable care while working in the vicinity of Shoreline's improvements or appurtenances. This paragraph does not limit Shoreline's ability to seek damages from other users of City Light's Right of Way including City Light's licensees or permittees.

Construction of Future Utility System Facilities

City Light will notify Shoreline at the earliest possible date if there are plans to replace or construct new utility system facilities in the Right of Way and will make a good faith effort to design facilities that accommodate the Trail without relocation; provided that City Light will not be required to compromise cost effectiveness, reliability, capacity, safety or other electrical system requirements deemed necessary for its projected needs. All costs and expenses of developing design alternatives to accommodate the Trail, above those costs that City Light would have otherwise incurred for facilities design, will be paid by Shoreline. In addition, if City Light demonstrates that the new facilities will be more expensive to construct, maintain or operate as a result of accommodating the Trail, including any Trail-related mitigation costs, Shoreline agrees to pay such added construction, maintenance, or operational expenses.

Relocation, Removal, or Termination of the Trail

If, during the planning or design of new or replacement utility system facilities, City Light determines that the proposed project or plan could necessitate relocation or removal of the Trail from the Right of Way, City Light will inform Shoreline, at the earliest possible date. Under these circumstances, Shoreline and City Light agree: a) to work cooperatively and in a timely manner, not to exceed 90 calendar days from the date of City Light's notice to Shoreline or, at City Light's discretion, a longer period if it will not interfere with City Light's construction schedule, to investigate options that do not require relocating or removing the Trail; b) to consider removal of all or any portion of the Trail as a last resort after other options, including relocation within the Right of Way, have been evaluated and found unfeasible or too costly; c) that any decision to remove all or any portion of the Trail from the Right of Way must be approved by the Superintendent of City Light in consultation with the City Manager of Shoreline. All City Light costs to investigate and evaluate options to Trail relocation or removal will be paid by Shoreline.

If it is determined by City Light pursuant to the provisions of this Agreement that the Trail or a portion of the Trail must be relocated, removed or terminated, City Light will send written notice to Shoreline to relocate and remove or terminate the Trail or portion thereof. Shoreline will take immediate steps to advise the public of the impending relocation or closure of the Trail or the portion thereof. Within 180 calendar days after receipt of notice from City Light, Shoreline will relocate or remove from the Right of Way any

- A. All contractors and subcontractors performing work on the Right of Way will have no electrical safety violations as shown by the contractor's accident history record for the preceding three years as required by WAC 296-45-65009.
- B. Shoreline, its contractors, and subcontractors will designate an on-site safety lead, who will ensure that all Trail construction work, landscaping, and maintenance is performed in compliance with applicable safety regulations governing worker safety.
- C. No construction or maintenance work will be performed within 10 feet of a 26 kV electrical system and within 12.5 feet of a 115 kV electrical system.

Citizen Complaints

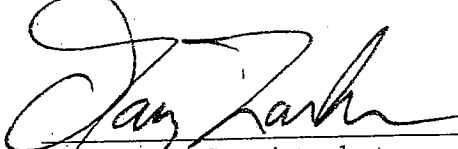
All problems and complaints related to the use of the Right of Way by the public and the operation of the Trail will be directed to a designated Trail contact within Shoreline. City Light will be under no obligation to answer citizen queries or complaints related to the Trail, other than to immediately forward communications it might receive to the appropriate Shoreline contact.

Amendment. This Agreement may be amended in writing by mutual agreement of the parties.

GRANTED this 9th day of August, 2001.

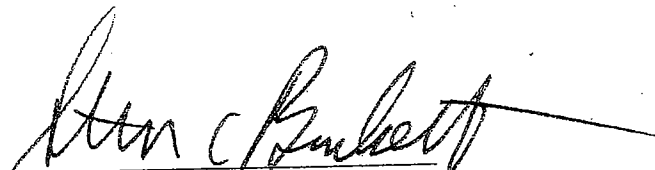
APPROVED:

SEATTLE CITY LIGHT
DEPARTMENT


Gary Zarker, Superintendent

ACCEPTED:

CITY OF SHORELINE


Steven Burkett, City Manager